

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2021- 316- C
December 7, 2021

IN RE: Application of Lynches River Communications,)
 Inc. for Designation as an Eligible)
 Telecommunications Carrier in the State of) **STIPULATION**
 South Carolina

This Stipulation is made by and among the South Carolina Office of Regulatory Staff (“ORS”) and Lynches River Communications, Inc. (“Company”) (collectively referred to as the “Parties” or sometimes individually as a “Party”).

WHEREAS, on September 28, 2021, the Company filed its Application requesting designation as an Eligible Telecommunications Carrier (“ETC”) for the purpose of offering Lifeline Services through VoIP voice phone service to customers in Chesterfield, Kershaw, and Lancaster counties;

WHEREAS, ORS has reviewed the Application and testimony of Dustin Catoe which was filed on November 22, 2021;

WHEREAS, the Company requests ETC designation solely to provide Lifeline services to qualifying South Carolina Consumers; as outlined in the Company’s Application;

WHEREAS, as a result of its investigation, ORS has determined that subject to the provisions set forth below, the Company’s request for designation as an ETC should be approved;

WHEREFORE, in the spirit of compromise, the Parties hereby stipulate and agree to the following terms and conditions:

1. The Company is a high-speed fiber internet and phone service provider through a service called RiverNet Connect.

2. The Company has requested ETC designation in South Carolina for Lifeline-only.

3. The Company has limited its requested Universal Service Fund ("USF") support to the Federal USF low income support program. The Company certifies that all low income USF funding it receives will be used to provide a credit to its Lifeline eligible customers, consistent with 47 C.F.R. 54.403.

4. The Company will contribute to the federal and state USF and will remit all applicable surcharges and fees in South Carolina, including the E911 surcharge.

5. The Company agrees to advertise the availability of Lifeline using media of general distribution.

6. The Company is to offer Lifeline credits consistent with the rates, terms, and conditions contained in its rate schedules and website and will publish the availability and the pricing of these same offerings on its website or public forum accessible by Lifeline eligible low income consumers.

7. Until modified by the Commission, the Company agrees to utilize the means test established by the FCC and set forth in 47 C.F.R. 54.409.

8. The Company agrees to notify the Commission and the Office of Regulatory Staff ten (10) days in advance of any changes to its Lifeline rates in South Carolina, or the pricing, or changes in pricing of any plans offered to South Carolina Lifeline customers.

9. The Company agrees to advertise its rate plans on its website.

10. The Company will offer subsidized Lifeline voice and broadband services, including a standalone voice service offering, to qualifying low-income consumers in accordance with the FCC's rules within its proposed ETC Designation Area.

11. The Company agrees that it will abide by all advertising, reporting and verification requirements established by the FCC and the Commission.

12. The Company agrees to provide ORS any FCC Citations issued against the Company's Lifeline South Carolina customers, within five (5) days of notice to the Company by the FCC of the customer citation.

13. The Company agrees to file all reports requested by ORS or the Commission, including but not limited to: the "Telecommunications Company Annual Report," the "Authorized Utility Representative Form," the "Gross Receipts Form," and the "USF Worksheet." All of which may be found on the ORS website at www.ors.sc.gov in the telecommunications forms and resources section.

14. The Company agrees to file with the ORS a certified true copy of its Form 481, Form 497, and Form 555 filed with the Universal Service Administrative Company ("USAC"), and all other reports required to be filed with the States by federal requirements including revisions thereto, no later than five (5) calendar days after the Form or revision is filed with USAC.

15. If the designations sought herein are granted, The Company agrees to pay the annual gross receipts assessment in accordance with S.C. Code § 58-3-100 and S.C. Code § 58-4-60.

16. The Company agrees to implement or to participate in a program for initial certification and annual verification that ensures that an eligible Lifeline customer only receives one Lifeline credit per residential address.

17. If the designations sought herein are granted, the Company will be supporting Universal Service in South Carolina based on its total South Carolina retail end user revenues and must submit all documentation and Universal Service fees required by South Carolina.

18. The Company agrees to submit a quarterly report to ORS demonstrating the number of Lifeline customers who have been deactivated by the Company during the quarter due to: (1) non-usage on their customer account during two consecutive 30-day periods; (2) customer failure to comply with or pass the annual verification requirement; or (3) voluntary customer-requested deactivation. In addition, consistent with the annual reporting commitments contained in its approved Compliance Plan, the Company agrees to file state specific reports with ORS.

19. The Company agrees that ORS may examine the Company's records and documentation to ensure that the universal service support the Company receives is being used for the purpose for which it was intended. The Company is required to provide such records and documentation to ORS upon request. The Company agrees that if it fails to fulfill the requirements of the Act, the Commission's rules, or the terms of this agreement after it begins receiving universal service support, the Commission or ORS may exercise its authority to seek to revoke the Company's ETC designation.

20. The Company agrees that its ETC designation is non-transferable to new owners and is cancelled upon discontinuance of service.

21. The Company shall comply with all applicable state and federal laws, rules, and regulations regarding ETC designation and reporting requirements. More specifically, The Company agrees to abide by the Commission regulations regarding designation of an ETC found in 10 S.C. Code Ann. Regs. 103-690 (2012) as well as requirements, applicable to the Company, set out by the FCC for ETC designation and for participation in the Lifeline program (e.g. FCC Regulation Subpart E – Universal Service Support for Low-Income Consumers).

22. Subject to the provisions set forth herein, ORS does not oppose the Application of the Company for designation as an eligible telecommunications carrier.

23. ORS is charged by law with the duty to represent the public interest of South Carolina pursuant to S.C. Code § 58-4-10(B) (Supp. 2014). S.C. Code § 58-4-10(B)(1) through (3) read in part as follows:

...‘public interest’ means a balancing of the following:

- (1) concerns of the using and consuming public with respect to public utility services, regardless of the class of customer;
- (2) economic development and job attraction and retention in South Carolina; and
- (3) preservation of the financial integrity of the State’s public utilities and continued investment in and maintenance of utility facilities so as to provide reliable and high quality utility services.

ORS believes the Stipulation reached among the Parties serves the public interest as defined above.

24. The Parties agree to advocate that the Commission accept and approve this Stipulation in its entirety as a fair, reasonable and full resolution of all issues in the above-captioned proceeding and that the Commission take no action inconsistent with its adoption. The Parties further agree to cooperate in good faith with one another in recommending to the Commission that this Stipulation be accepted and approved by the

Commission. The Parties agree to use reasonable efforts to defend and support any Commission order issued approving this Stipulation and the terms and conditions contained herein.

25. The Parties represent that the terms of this Stipulation are based upon full and accurate information known as of the date this Stipulation is executed. If, after execution, either Party is made aware of information that conflicts with, nullifies, or is otherwise materially different than that information upon which this Stipulation is based, either Party may withdraw from the Stipulation with written notice to the other Party.

26. The Parties agree that signing this Stipulation will not constrain, inhibit, impair or prejudice their arguments or positions held in other collateral proceedings, nor will it constitute a precedent or evidence of acceptable practice in future proceedings. If the Commission declines to approve the Stipulation in its entirety, then any Party desiring to do so may withdraw from the Stipulation in its entirety without penalty or obligation.

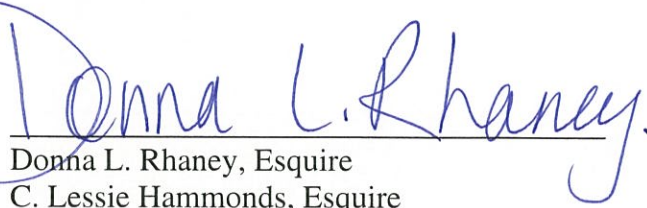
27. This Stipulation shall be interpreted according to South Carolina law.

28. The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this Stipulation by affixing its signature or by authorizing counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the original signature pages combined with the body of the document constituting an original and provable copy of this Stipulation. The Parties agree that in the event any Party should fail to indicate its consent to this

Stipulation and the terms contained herein, then this Stipulation shall be null and void and will not be binding on any Party.

[PARTY SIGNATURES TO FOLLOW ON SEPARATE PAGES]

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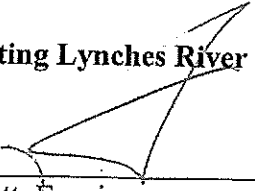
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